

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 10.1**  
(ID # 19467)

**MEETING DATE:**

Tuesday, September 13, 2022

**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Approve the Form of the Exclusive Negotiation Agreement between the Housing Authority of the County of Riverside and National Community Renaissance of California in Connection with a Proposed Affordable Housing Rental Project, Located in the City of Jurupa Valley, and Authorize the Executive Director, or Designee, to Execute the Exclusive Negotiation Agreement; District 2. [\$0]

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Approve the attached form of the Exclusive Negotiation Agreement (ENA) between the Housing Authority of the County of Riverside and National Community Renaissance of California in connection with the proposed affordable housing project, located in the City of Jurupa Valley; and
2. Authorize the Executive Director, or designee, to sign the ENA, substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel; and
3. Authorize the Executive Director, or designee, to take all necessary steps to implement and administer the attached ENA, including, but not limited to, signing subsequent necessary and relevant documents, exercising the option to extend the ENA for one year, and executing amendments to the ENA, subject to approval as to form by County Counsel.

**ACTION:Policy**

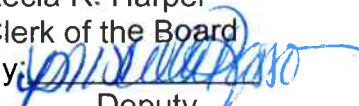
  
Heidi Marshall, Director of Housing, Homelessness Prevention  
8/2/2022

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**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Commissioner Spiegel, seconded by Commissioner Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** September 13, 2022  
**xc:** Housing Authority

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2022/23

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) is the current owner of approximately 0.83 acres of land located along the north side of Mission Boulevard west of Pedley Road in the City of Jurupa Valley, more specifically identified as Assessor Parcel Number 169-070-031 (Property). The Property was acquired by the former Redevelopment Agency for the County of Riverside in June of 2009 for approximately \$364,604 in Redevelopment Low- and Moderate-Income Housing Taxable Bond proceeds.

National Community Renaissance of California (National CORE), a California nonprofit public benefit corporation, is proposing to acquire and assemble surrounding land, including Property (approximately 0.83 acres) and adjacent church parcel (approximately 3.54 acres of land), to develop an affordable housing development (totaling approximately 4.37 acres) supported by the City of Jurupa Valley. The project (Proposed Project) is slated to consist of approximately 101 apartment units which will provide affordable housing to persons and families at the low and very low-income levels. The Proposed Project may also include support service programming for residents with special needs.

National CORE desires to enter into the attached proposed Exclusive Negotiation Agreement (ENA) with the HACR to explore feasibility and negotiate in good faith a possible disposition and development agreement, or such other type of agreement as the parties may deem appropriate, to specify their rights and obligations with respect to the sale of the Property and development of the Proposed Project. The ENA does not constitute a commitment to sell or develop the Property; any agreement arising out of the ENA will be subject to approval of the Board of Commissioners and approval as to form by County Counsel. National CORE will process entitlements and may seek other leveraging sources for the development of the Proposed Project. The term of the proposed ENA is approximately 18 months with a one (1) year extension, should the parties mutually agree.

The Proposed Project set forth in the ENA is in line with the HACR's mission of providing affordable, decent, safe and sanitary housing for low-income families and satisfies the covenants of the bond proceeds utilized to acquire the Property.

County Counsel has reviewed and approved the form of the ENA. Staff recommends approval of the form of the attached ENA and authorization for the Executive Director, or designee, to execute an ENA that substantially conforms in form and substance to the attached.

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Impact on Residents and Businesses**

The potential development of 101 affordable units will have a positive impact on the residents in the County of Riverside as it will create much needed affordable housing in the County as well as create construction, maintenance and property management jobs.

**Additional Fiscal Information**

No general funds will be used for the proposed ENA. National CORE will bear its own costs and expenses incurred in connection with negotiating and preparing in good faith a possible disposition and development agreement, or such other type of agreement as the parties may deem appropriate, for the Proposed Project.

Attachments:

- Exclusive Negotiation Agreement with National Community Renaissance of California

  
Brionna Lontajo, Principal Management Analyst 9/11/2022

**EXCLUSIVE NEGOTIATION AGREEMENT**

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is dated as of \_\_\_\_\_, 2022 and is between the Housing Authority of the County of Riverside, a public entity, corporate and politic in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("HACR") and National Community Renaissance of California, a California nonprofit public benefit corporation (the "Developer"; HACR and the Developer are collectively referred to as "Parties" and individually as a "Party") and is made on the terms and provisions set forth below:

**RECITALS**

A. WHEREAS, the HACR is a Housing Authority duly created, established and authorized to transact business and exercise its powers, under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code (commencing with Section 34200 et seq); and

B. WHEREAS, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). Pursuant to the Dissolution Act, the Redevelopment Agency for the County of Riverside ("RDA") was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173; and

C. WHEREAS, pursuant to Health and Safety Code Section 34176 (a), and HACR Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets (excluding amounts in the Low and Moderate Income Housing Fund and enforceable obligations retained by the successor agency) were transferred to the HACR, including the HACR Property (defined below); and

D. WHEREAS, the HACR owns fee title to approximately 0.83 acres of land, more specifically identified as Assessor Parcel Number 169-070-031 ("HACR Property"); and

E. WHEREAS, the Developer is currently in escrow to purchase real property identified as Assessor Parcel Number 169-070-002 (the "Church Parcel") from the Grace Evangelical Lutheran Church of Glen Avon. The Church Parcel contains approximately 3.54 acres of land and is situated immediately adjacent to the HACR Property. The two parcels share common boundaries on the west side and north side of the HACR Property; and

F. WHEREAS, the Developer is experienced in the business of acquiring, developing, entitling, constructing, and operating multifamily affordable housing apartment communities for rent to persons and families of low and moderate income; Developer or entities affiliated with Developer have completed projects serving residents of the County of Riverside ("County"); and

G. WHEREAS, the Developer is in the process of exploring acquisition of both the Church Parcel and HACR Property (collectively, the "Site") to determine the feasibility of assembling and financing acquisition of the Site to construct necessary improvements thereon to develop the Site as the location of an affordable housing community containing approximately 101 apartment units to provide housing affordable to persons and families of low and very low income and also possibly providing additional support services to residents with special needs (the "Project"); and

H. WHEREAS, the HACR wishes to explore entering into an agreement with the Developer for the sale of the HACR Property to Developer and the possible provision by the HACR or another County agency of additional financing in connection with development/construction of the proposed Project; and

I. WHEREAS, the HACR desires to encourage and effectuate the development of the HACR Property which will serve to preserve, protect, improve and increase the affordable housing stock and help eliminate blight within the County; and

J. WHEREAS, facilitating the development of the HACR Property to integrate into the affordable multi-family rental housing Project which may be constructed and operated on the Site would assist the County and the State of California in achieving the shared goals of assisting families of low income;

K. WHEREAS, the purpose of this Agreement is to establish a period during which the Developer will have the right to negotiate exclusively with the HACR the terms of acquisition of the HACR Property, of the Project and of such Disposition, Development and Loan Agreement ("DDLA"); the Parties desire to establish by this Agreement the procedures and standards to continue with preliminary discussions between them concerning opportunities for construction of the Project on the Site and to permit negotiation between the Parties to determine if mutually acceptable terms and conditions can be established for a DDLA or such other type of agreement as the Parties may deem appropriate for the disposition of the HACR Property and also for the development of the Project. Developer and the HACR acknowledges that this Agreement does not grant the Developer or any successor or affiliated entity the right to acquire the HACR Property and/or develop the Project.

NOW, THEREFORE, HACR and the Developer hereby mutually agree as follows:

I. Recitals

The aforementioned recitals are incorporated herein by this reference and made a part of this Agreement.

II. Negotiation

A. Good Faith Negotiations

The Parties agree for the Negotiation Period (defined below) to negotiate diligently and in good faith, pursuant to this Agreement, the terms, provisions and conditions to be contained in a DDLA to be entered into between the Parties with respect to HACR's disposition of and other

possible HACR and/or County financial participation in the development of the HACR Property, the Site and the Project; provided, however, by entering into this Agreement, the Parties are not required to enter into a DDLA. HACR agrees for the Negotiation Period, and the Extension Period (defined below) if applicable, not to negotiate with any other person or entity to enter into any agreement regarding the acquisition, sale, lease, disposition or development of the HACR Property. Negotiations in "good faith" as used herein shall mean that the Parties shall use their best efforts to communicate frequently and follow reasonable negotiation procedures to develop a DDLA mutually acceptable to the Parties. A Party will be negotiating and otherwise acting in good faith so long as it makes reasonable efforts to attend scheduled meetings, directs its consultants to cooperate with the other Party to the extent reasonably practicable and necessary to the negotiations, provides information reasonably available and necessary to the negotiations to the other Party, and uses reasonable efforts promptly to review and return with comments all correspondence, reports, documents or agreements received from the other Party which require such comments, all in general compliance with the Schedule of Performance (defined below).

The Developer shall bear its own costs and expenses, including, but not limited to, attorneys' fees, incurred or to be incurred in connection with negotiating and preparing this Agreement and the DDLA and in carrying out its obligations under this Agreement ("Direct Costs").

Nothing in this Agreement shall be deemed a covenant, promise, or commitment by the HACR with respect to the disposition of the HACR Property or that a mutually acceptable DDLA will be produced or will be approved by the HACR's governing board. Developer acknowledges that the HACR approval of a DDLA is subject to appropriate public hearings, notices and factual findings required by the California Environmental Quality Act ("CEQA") and other applicable State and local laws.

#### B. Period of Negotiations

The negotiating period shall commence on the Effective Date (defined below) and end 18 months thereafter ("Negotiating Period"), subject to extension. The Negotiating Period may be extended for an additional one-year period ("Extension Period") by the written mutual agreement of the Parties. The Executive Director of the HACR, or designee, has the authority, in their discretion, to consent to an extension of the Negotiation Period on behalf of the HACR. In determining whether or not to consent to an extension of the Negotiating Period, the Executive Director may consider the following factors: (i) whether sufficient progress in accomplishing the tasks set forth in the Schedule of Performance, attached hereto as Exhibit C and incorporated herein by this reference ("Schedule of Performance"), has occurred, and (ii) whether the Parties are continuing to work toward a mutually acceptable DDLA. Each Party agrees to endeavor in good faith to expeditiously complete the tasks set forth in the Schedule of Performance which are within such Party's reasonable control.

If a DDLA has not been executed by the Parties by the expiration of the Negotiating Period, including any Extension Period, then this Agreement shall terminate, and upon such termination, neither Party shall have any further rights or obligations under this Agreement except as set forth in Section IX of this Agreement. In the event of termination, the HACR shall be free to negotiate with any other persons or entities with regard to the HACR Property. If a DDLA is executed by

the Parties, then, upon such execution, this Agreement shall terminate and all rights and obligations of the Parties will be as set forth in the fully executed DDLA.

The term "Effective Date" used herein shall mean the date that this Agreement is executed by the Chair of HACR's Board of Commissioners.

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement. While it is understood that all Parties will work in good faith, care will also be taken to ensure consistent and regular progress toward timely completion of the obligations set forth herein.

C. The Developer's Obligations During the Negotiation Period

The Developer will shall within the Negotiating Period (including any Extension Period), satisfy the following obligations, unless any of these obligations are otherwise waived or modified in writing by the HACR's Executive Director or designee:

1. Investigate the projected costs of developing the Project, including the construction of all related on-site and off-site buildings and other improvements making up the Project;
2. Identify and develop a plan to obtain the necessary land use entitlements required for the Project and to secure approval of those land use entitlements from all appropriate Governmental Authorities no later than the dates set forth in the Schedule of Performance attached hereto as Exhibit "C";
3. Identify sources of funding and develop a plan for timing to submit funding applications to various Governmental Authorities, including, if agreed, HACR or the County, after consultation with HACR staff within the time frames set forth in the Schedule of Performance (Exhibit "C");
4. Conduct exploration of the HACR Property and of the Site, including necessary geotechnical, cultural, traffic and environmental studies and investigations for the development of the residential facility and related uses on the Site;
5. Identify and develop a plan to prepare and process any necessary environmental documentation, including but not limited to CEQA documentation, required in connection with approval of the Project and, as may be applicable, required in connection with the proposed sale of the HACR Property to the Developer and HACR's approval of a DDLA, and identify all applications for necessary entitlements (that is, general plan amendments, zone changes, lot line adjustments, parcel maps, site plans, density bonus agreements, conditional use permits, etc.) required for the development and construction of the Project, within the time frames set forth in the Schedule of Performance; and
6. Prepare and submit to HACR for its review within the time frames set forth in the Schedule of Performance:

- a. A preliminary site plan and conceptual architectural/design for the Project, showing building layout and dimensions, building elevations, parking, amenities, landscaping and access.
  - b. A schedule of the development of all structures and improvements proposed for the Project and an estimate of development costs including hard and soft costs.
  - c. A detailed financial plan proposed for the Project containing matters typically contained in such analysis, including, without limitation, a detailed pro forma, development cost budget and sources of equity and debt capital securing construction and long-term financing. The aforementioned estimates and project date must be in sufficient detail to permit adequate financial analysis by the HACR.
7. Provide copies of all completed reports, studies, analyses, and similar documents prepared or commissioned by the Developer with respect to this Agreement and the Project promptly to the HACR upon their completion.

D. HACR's Obligations

HACR will, within the Negotiation Period (including any Extension Period), satisfy the following obligations:

1. Negotiate exclusively through its staff with the Developer for the preparation of the DDLA for the HACR Property and Project;
2. Review site plans and Project architectural elevations without cost to the HACR, and develop a plan for the HACR to use its best efforts to assist the Developer to secure Project entitlements (as defined Section III. A. 4.), which may be required by the County of Riverside or any other Governmental Authorities (as defined below);
3. Review the Developer's proposal;
4. Prepare a summary report, at the Developer's expense, in accordance with Section 33433 of the Health and Safety Code ("33433 Report"); and
5. Arrange for and obtain, at HACR's expense, publication of notices of the public hearing for the 33433 Report pursuant to Health and Safety Code Section 33433 and for any public hearing which may be required for the HACR to enter into a DDLA.

III. Proposed Development

A. Development Concept and Essential Terms and Conditions

The proposed development to be negotiated hereunder shall include the development and construction of the Project of an approximate 101-unit affordable housing apartment community on the Site.



The essential terms and conditions of any DDLA entered into with the Developer shall conform to the following requirements:

1. The Developer shall enter into a DDLA with HACR in accordance with the Schedule of Performance;
2. The Developer shall design and construct the Project at its own cost and expense, in accordance with a Schedule of Performance to be negotiated as part of the DDLA and in accordance with the scope of development and conceptual plans prepared by the Developer and approved by HACR, and any CEQA and/or National Environmental Policy Act ("NEPA") requirements;
3. The Developer shall design and construct, if applicable, all on-site infrastructure and vertical improvements required for the Project and develop a plan for financing the cost of all such improvements;
4. The Developer shall secure at its own cost and expense, within the time frames set out in the Schedule of Performance to be negotiated as part of the DDLA, an amendment to the General Plan of the City of Jurupa Valley ("City"), and, as may be applicable, a change of zone for the HACR Property, a request for a density bonus and any and all entitlements (other than grading or building permits or approvals which are simply ministerial and nondiscretionary in nature) ("Entitlements") which might be required for the Project and which may be required by the City, County or any other governmental agency with jurisdiction over the construction and development of the Project (the "Governmental Authorities") to allow development of the Project;
5. The Developer shall be responsible for marketing and leasing units in the Project;
6. Other terms and conditions applicable to the DDLA are as follows:
  - a. The Developer acknowledges and agrees that design and architectural approval by HACR will be required for the Project and that sketches, plans, working drawings, specifications and similar documents will be required to be submitted for written approval pursuant to the terms and provisions in the DDLA.
  - b. In developing conceptual architecture for the Project, the Developer shall coordinate with the HACR to ensure that the design and architectural theme of the Project is compatible with other developments in the area.
7. All of the apartment units in the Project, except for one (1) manager's unit, shall be rented to and occupied by low-income households earning not to exceed 80% or less of the area median income for the County of Riverside, as determined by an appropriate Governmental Authority, adjusted for household size appropriate for the unit. There will be an on-site manager's unit included in the community. The final affordability, maximum income and lease rate requirements will be

established in the DDLA and must conform to all applicable State, Federal and local law and requirements.

B. The Developer's Findings, Determinations, Studies, and Reports

From time-to-time, as reasonably requested by HACR, the Developer shall provide written Project status and monthly written (unless otherwise requested by HACR) progress reports advising HACR on all matters related to Project development, including, but not limited to, financial feasibility analyses, construction cost estimates, marketing projections, studies, and similar due diligence matters. Should negotiations not result in a DDLA between HACR and the Developer, HACR may use the information prepared or commissioned by the Developer and provided to the HACR by the Developer (excluding any confidential or proprietary information) or keep, subject to the proprietary rights of the authors or preparers and of any confidentiality agreements and any privileges recognized by applicable law, subject to the requirements set forth in the California Public Records Act, in any way deemed by HACR to be of benefit to HACR. All costs incurred by the Developer in the preparation and presentation of such findings, determinations, studies, reports or other requests by the HACR under this Agreement will be at the sole expense of the Developer, but the DDLA may contain provisions for Developer's reimbursement of such costs.

IV. Purchase Price and/or Other Consideration

The purchase price for the HACR Property to be paid to the HACR by the Developer and the details of any other HACR or County agency financial assistance to the Project will be established in the DDLA.

V. Environmental Requirements

Certain State and local environmental requirements under CEQA may be applicable to the proposed Project. HACR's Board of Commissioners will consider the DDLA upon submission of HACR's successful negotiations with the Developer on the terms and conditions agreed to by the Parties. The DDLA will provide that prior to HACR's disposition of the HACR Property, the Developer will process any required CEQA documentation, at the Developer's sole expense.

The Developer shall indemnify and hold harmless the HACR, the County, and their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever based or asserted upon any CEQA challenge related to the Project, except to the extent such liability is caused by the gross negligence or willful misconduct of any Indemnitees. The Developer shall pay, at its sole expense, all costs and fees of the Indemnitees including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards, in any claim or action based upon such alleged acts or omissions.

## VI. Assignment

The Developer shall not assign all or any part of this Agreement without the prior written approval of HACR, except to a limited partnership, limited liability company or other entity formed for financing the Project, in which the Developer or a limited liability company affiliated with Developer of which Developer is the manager, is a general partner (if a limited partnership) or a managing member (if a limited liability company); provided, however, any of the aforementioned transfers shall be subject to the approval of documentation by the HACR Executive Director or designee, which approval shall not be unreasonably withheld or delayed. HACR, in its reasonable discretion, may approve an assignment to any other entity if, in the reasonable determination of HACR, the proposed assignee is comparable in all material respects (including experience, character and financial capability) to the Developer. Any such change (or assignment of this Agreement in connection therewith) shall be by instruments approved in writing as to form and content by the HACR's Executive Director, or designee, and County Counsel, and if HACR approval is required pursuant to this Section VI, subject to the approval by HACR's Board of Commissioners. The Developer shall promptly notify HACR in writing of any and all changes whatsoever in the identity of the Parties in control of the Developer or the degree thereof of which it or any of its officers have been notified or otherwise have knowledge or information.

## VII. Condition of Site

The Developer shall assume the full and complete responsibility to make all investigations of surface and subsurface conditions of the HACR Property as may be necessary or appropriate and to evaluate the suitability of the HACR Property for the proposed Project. Neither HACR nor the County makes or shall be required in the DDLA to make any representations or warranties concerning the physical characteristics or the surface or subsurface conditions of the HACR Property, or its suitability for the use intended by the Developer.

Upon successful negotiation and approval of the DDLA, the HACR Property shall be conveyed to the Developer "AS IS", meaning that the Developer will own the HACR Property in its present condition, including, but not limited to, the physical condition of the Property and of all laws, rules and regulations, whether federal, state or local, having or potentially having any impact on use, subdivision, improvement or other aspects of the Property. If a DDLA is executed and approved by HACR, the Developer shall be responsible, at its sole cost and expense, for improvements to the HACR Property in connection with the construction of the Project, and will do all things reasonably necessary to prepare the the Site for construction and development of the Project in accordance with the Entitlements thereon.

## VIII. Right of Entry

HACR hereby grants to the Developer, its respective Board of Directors, employees, agents and contractors (herein referred to collectively as "Developer Designees") the nonexclusive right to enter upon the HACR Property at any time during the Negotiation Period to perform a survey and any geotechnical investigation, soil testing, a Phase I Environmental Assessment prepared in compliance with the most recent published American Society for Testing and Materials Phase I Environmental Property Assessment Standard, a Phase II Environmental Investigation and Report,

if required, and other due diligence related activities (collectively, "Work"), and for no other purposes without the prior written approval of HACR's Executive Director or designee.

Prior to each entry by Developer Designees onto the HACR Property, the Developer shall provide twenty-four (24) hours advance written notice to HACR describing the proposed work and the location thereof on the HACR Property. Email communications shall constitute valid written notice provided such notice is (i) submitted twenty four (24) hours in advance, (ii) sent to Mervyn Manalo at [mmanalo@rivco.org](mailto:mmanalo@rivco.org), and (iii) delivery of such email notice is confirmed with a documented reply and confirmation verbally or via email from Mervyn Manalo.

Prior to any entry onto the HACR Property to take environmental samples or to conduct environmental testing, the Developer shall provide HACR with a work plan for on-site activity, including but not limited to a copy of its sampling and testing procedures. Such work plan shall be provided not less than three (3) working days in advance of any environmental testing or sampling activity.

The Developer shall provide to HACR a copy of all results generated by such environmental sampling and testing. The Developer acknowledges and agrees for itself and on the behalf of the Developer Designees as follows:

- A. The Developer shall not permit any dangerous condition to be created on the HACR Property as a result of the activities of the Developer or Developer Designees;
- B. That all acts and things done by the Developer on the HACR Property shall be done in a careful and reasonable manner, in accordance with all federal, state and local laws;
- C. The Developer shall enter the HACR Property entirely at its own cost, risk and expense;
- D. During the term of this Agreement, the Developer shall maintain, and require each and all of the Developer's contractors/consultants responsible for the Work on the HACR Property under this Agreement to maintain, in full force and effect statutory workers' compensation insurance coverage and a commercial general liability policy in the amount of at least One Million Dollars (\$1,000,000) combined single limit policy. Not less than three (3) working days prior to entry on the HACR Property, the Developer shall provide, or cause its Developer Designees performing such Work to provide, certificates evidencing such coverage and naming HACR as an additionally insured, as their interests may appear;
- E. The Developer shall not suffer or permit to be enforced against the HACR Property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens or any claim for damage arising from any Work performed by or for the Developer or Developer Designees or activities upon the HACR Property pursuant to this Agreement. The Developer shall pay, or cause to be paid, all said liens, claims or demands before any action is brought to enforce the same against the HACR Property.

- F. Work performed by or for Developer shall not entitle Developer to any interest in the HACR Property or to any reimbursement or repayment for any such Work, except as reimbursement may be permitted in the DDLA;
- G. The Developer shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the HACR Property during the performance of the Work. If hazardous materials are imported onto the HACR Property in violation of the provisions hereof, the Developer shall be solely responsible for removing such hazardous materials in conformance with all governmental requirements. The Developer shall report to HACR, as soon as possible after each incident, any incidents with respect to the environmental condition of the HACR Property; and
- H. The Developer shall obtain and maintain all governmental permits and approvals required for the Work conducted under this Agreement and shall comply with all statutes, ordinances, rules, regulations, orders and requirements now in effect or that become effective during the term of this Agreement applicable to its sampling and other activities on the HACR Property pursuant to the access granted by this Agreement.

IX. Indemnity

The Developer shall indemnify and hold harmless the HACR, the County, and their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of the Developer, its officers, employees, contractors, subcontractors, consultants, Developer Designees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other liability of any kind or nature whatsoever arising from the performance of the Developer, its officers, agents, employees, subcontractors, agents or representatives under this Agreement, except to the extent such liability is caused by the gross negligence or willful misconduct of any Indemnitees; provided however, any gross negligence or willful misconduct of Indemnitees shall only affect the duty to indemnify for the specific act found to be grossly negligent or constituting willful misconduct, and shall not preclude a duty to indemnify for any other act or omission of the Developer. The Developer shall pay, at its sole expense, all costs and fees including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards, of the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the Developer, the Developer shall, at its sole cost, have the right to use legal counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Developer's indemnification to the Indemnitees set forth herein.

The Developer's obligation hereunder shall be satisfied when the Developer has provided to HACR the appropriate form of dismissal relieving HACR and/or the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the Developer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Developer from indemnifying the Indemnitees to the fullest extent allowed by law. The Developer's indemnity obligations contained in this Section IX shall survive the expiration and termination of this Agreement.

X. Default and Remedies

(a) Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party must give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured forty-five (45) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b) below.

(b) Remedies.

(1) HACR Default. In the event of an uncured default by HACR under this Agreement, the Developer shall be entitled to terminate this Agreement upon written notice of termination delivered to HACR. Following such termination, no Party shall have any further right, remedy or obligation under this Agreement, except as to those provisions which by their terms expressly survive. The Parties hereby waive the right to specific performance as a remedy under this Agreement.

(2) Developer Default. In the event of an uncured default by the Developer under this Agreement, HACR shall be entitled to terminate this Agreement upon written notice of termination delivered to the Developer. Following such termination, no Party will have any further right, remedy or obligation under this Agreement; provided, however, that the indemnification obligations pursuant to Section IX shall survive such termination. The Parties hereby waive the right to specific performance as a remedy under this Agreement.

(c) Waiver of Default.

Except as otherwise expressly provided in this Agreement, any failure or delay by a Party asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

XI. The Developer Employees and Liabilities

It is understood that persons engaged or employed by the Developer as employees, agents, or independent contractors shall be engaged or employed by the Developer and not by HACR. The Developer alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon HACR to persons, firms, or corporations employed or engaged by the Developer in any capacity whatsoever, or make HACR liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatsoever nature, of the Developer or of its employees, agents, or independent contractors.

XII. The Developer's Obligation to Refrain from Discrimination; the Developer's Obligation Toward Equal Opportunity

The Developer covenants and agrees for itself, its successors, assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, medical condition, or marital status, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the HACR Property nor shall the Developer itself or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendors of the Property.

The Developer shall not discriminate against any employees or applicants for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, medical condition, or marital status.

XIII. Nonliability of Officials, Officers, Members, and Employees

No member, official, officer, or employee of the HACR or the County shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the HACR or for any amount which may become due to the Developer or to any successor, or on any obligations under the terms of this Agreement.

XIV. Waivers; Amendments

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorizing representatives of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the HACR and the Developer.

XV. Actions By HACR

The Executive Director of HACR or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by HACR.

XVI. Real Estate Commissions

HACR shall not be liable for any real estate commissions or brokerage fees which may arise from the negotiation or execution of this Agreement. HACR and the Developer each represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer agrees to hold the HACR harmless from any claim by any broker, agent or finder which it has retained.

XVII. Acknowledgments and Reservations

If the negotiations hereunder culminate in an approved and executed DDLA, such DDLA will become effective only if it has been considered and approved by HACR's Board of Commissioners, as required by law.

a. Not Binding

The Parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the Parties to negotiate a DDLA. The Parties have not reached agreement on the matters to be set forth in the DDLA and do not intend to be bound to the disposition and development of the HACR Property until such time as a final written DDLA is executed by all Parties.

The HACR's execution of this Agreement is merely an agreement to enter into a period of negotiations according to the concepts presented herein, reserving final discretion and approval by the HACR's Board of Commissioners, or any other agencies of the County as to any actions required of them, if any.

b. No Further Obligations

The HACR and the Developer agree that neither the HACR nor the Developer will be under any further obligation to each other regarding disposition of the HACR Property or the development of the proposed Project on the Site if this Agreement expires, is terminated for any reason, or a DDLA is not executed by the HACR and the Developer.

c. No Agreement

The Developer acknowledges and agrees that no provision of this Agreement is deemed to be an offer by the HACR, nor an acceptance by the HACR of any offer or proposal from Developer, for the HACR to convey to the Developer any interest in all or a portion of the HACR Property, or an obligation upon the HACR to provide any financial or other assistance to the Developer for development of the HACR Property.



d. No Acquisition

Developer acknowledges and agrees that by virtue of the terms of this Agreement it has not acquired, nor will acquire, any legal or equitable interest in the HACR Property or any other real or personal property of the HACR.

e. Limitations of this Agreement

Nothing contained in this Agreement constitutes a waiver, amendment, promise or agreement by the HACR or County (or any of its departments or boards) to grant any approval, permit, consent or other entitlement in the exercise of the HACR or County's regulatory capacity or function. The final form of any proposed DDLA to be negotiated may contain matters not contemplated by this Agreement, including, but not limited to, matters necessary to accommodate compliance with law, including without limitation CEQA.

XVIII. Insurance

Without limiting or diminishing the Developer's obligation to indemnify or hold the HACR harmless, the DDLA shall require the Developer to procure and maintain or cause to be maintained by a Developer Designee, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the HACR herein refers to the Housing Authority of the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the Developer or General Contractor has employees as defined by the State of California, the Developer or General Contractor, as applicable, shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the HACR. Such policy shall name the HACR as an Additional Insured.

- B. Commercial General Liability: Developer shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the Developer's performance of its obligations hereunder. Such policy shall name the HACR as Additional Insured. The limit of liability of such insurance shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than 2 times the occurrence limit. Policy shall name the HACR as Additional Insureds.

C. Vehicle Liability Insurance:

If vehicles or mobile equipment are used in the performance of Developer's obligations under this Agreement, then Developer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than 2 times the occurrence limit. Such policy shall name the HACR as an Additional Insured.

If the Developer maintains broader coverage and/or higher limits than the minimums shown above, HACR requires and shall be entitled to the broader coverage and/or higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to HACR.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be an admitted carrier in the State of California and have an A.M. BEST rating of not less than A: VIII unless such requirement is waived, in writing, by the HACR Risk Manager. If the HACR's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- 2) The Developer, or the Developer on behalf of its General Contractor, shall declare its insurance self-insured retention for each coverage required herein. If any self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the HACR, and at the election of the HACR's Risk Manager, the insurance carriers used by Developer or the General Contractor, as applicable, shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the HACR, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) The Developer shall cause its and the General Contractor's insurance carrier(s) to furnish the HACR with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so by the HACR Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the HACR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If the Developer's or General Contractor's insurance carrier(s) policies do not meet the minimum notice requirement found herein, the Developer shall cause its or the General Contractor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in required coverage, this Agreement shall terminate forthwith unless the HACR

receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and that the insurance required is in full force and effect. Neither the Developer nor General Contractor shall commence operations until the HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 5) It is understood and agreed to by the Parties that the Developer's or General Contractor's insurance, as applicable, shall be primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or if there is a material change in the equipment to be used in the performance of the scope of work; or if the term of this Agreement, including any extensions thereof, exceeds five (5) years; the HACR reserves the right to adjust at the end of each 5-year period the types of insurance and the monetary limits of liability required under this Agreement, if in the HACR's Risk Manager's reasonable judgment the amount or type of insurance carried by the Developer has become inadequate.
- 7) If applicable, the Developer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self- insurance acceptable to the HACR.
- 9) The Developer agrees to notify HACR on behalf of itself and the General Contractor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### XIX. Authority to Execute

The person or persons executing this Agreement or exhibits attached hereto on behalf of a Party hereby warrant and represent that they have the authority to execute this Agreement and have the authority to bind the respective Party to the performance of its obligations hereunder.

#### XX. Notices

Except where delivery by email is specifically provided by a provision of this Agreement, formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other addresses as the Parties may designate in writing from time to time:

HACR:  
Housing Authority of the  
County of Riverside  
Attention: Deputy Executive Director  
5555 Arlington Avenue  
Riverside, CA 92504

The Developer:  
National Community Renaissance of California  
Attention: Chief Financial Officer  
9421 Haven Avenue  
Rancho Cucamonga, CA 91730

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

XXI. Entire Agreement

This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the HACR Property.

XXII. Conflict of Interest

No member, official, or employee of the HACR shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

XXIII. No Third Party Beneficiaries.

Except as otherwise expressly provided herein, the Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of the HACR and the Developer, and not for the benefit, directly or indirectly, of any other person or entity. The Parties acknowledge and agree that the County is an intended third party beneficiary of this Agreement.

XXIV. Further Assurances.

Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all necessary acts and things in connection with the performance of its obligations hereunder and to carry out the intent and agreements of the Parties.

XXV. Severability

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XXVI. Jurisdiction and Venue

Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement, shall be filed in the consolidated Courts of Riverside County, in the City of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

XXVII. Interpretation and Governing Law

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the internal laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party are not to be employed in interpreting this Agreement, as the Parties have been represented by counsel in the negotiation and preparation hereof.

XXVIII. Counterparts

This Agreement may be signed by the different Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**HACR:**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic

By: form - do not sign  
Carrie Harmon,  
Deputy Executive Director

Date: \_\_\_\_\_, 2022

**THE DEVELOPER:**

**NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA**, a California nonprofit public benefit corporation

By: form - do not sign  
Michael Finn,  
Chief Financial Officer

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

MINH C. TRAN  
COUNTY COUNSEL

By:   
Amrit P. Dhillon,  
Deputy County Counsel

## Exhibit A

### Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 OF LA BONITA TRACT AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT, 165 FEET EAST OF THE SOUTHWEST CORNER, THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE EAST ON THE SOUTH LINE OF SAID 5 ACRES, 165.5 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF; THENCE WEST ON THE SOUTH LINE OF SAID LOT, 165.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION INCLUDED IN MISSION BOULEVARD.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

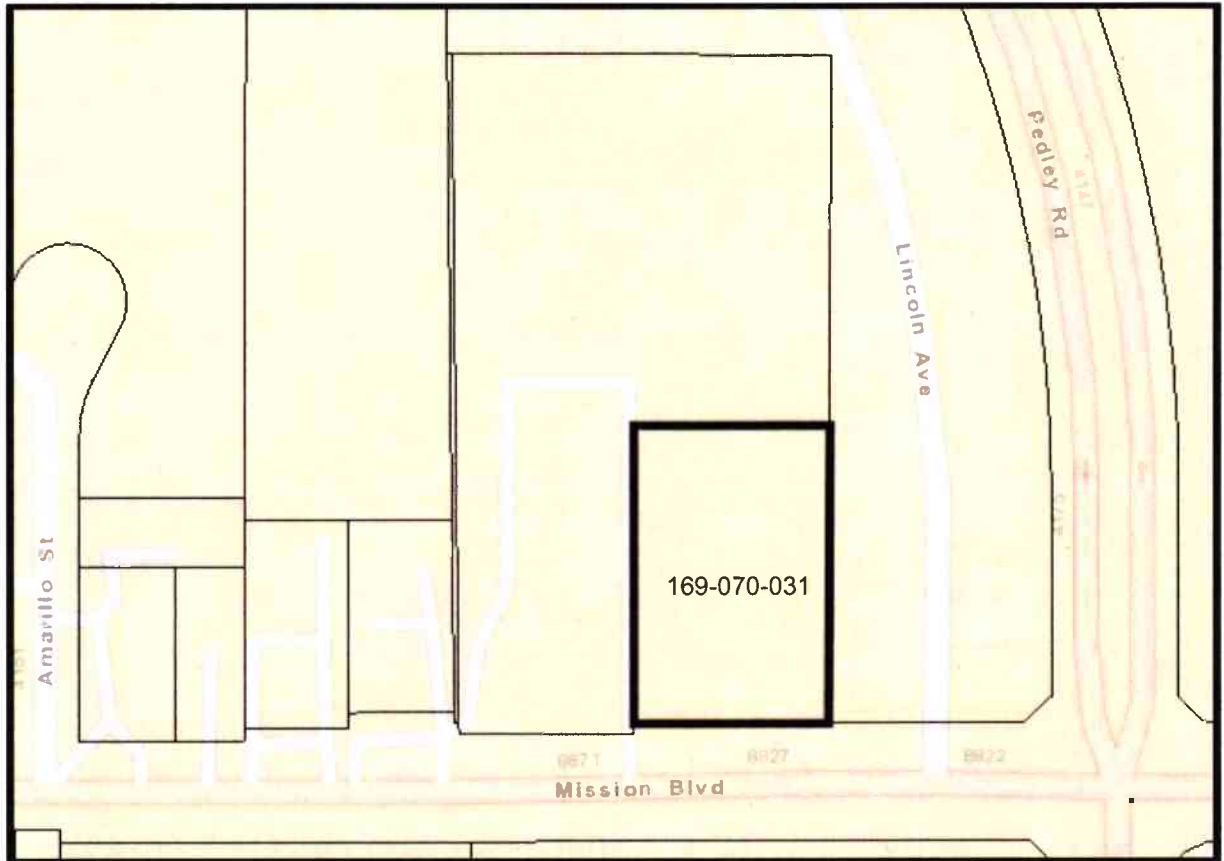
COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, WHICH BEARS NORTH 89 DEGREES 55' 30" EAST, A DISTANCE OF 164.90 FEET (FORMERLY RECORDED 165.00 FEET) FROM THE SOUTHWEST CORNER THEREOF; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL NO. 2 AS CONVEYED TO LEROY L. HAINES AND WIFE, BY DEED RECEIVED FOR RECORDING NOVEMBER 5, 1948 AS INSTRUMENT NO. 591, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 00 DEGREES 04' WEST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 267.27 FEET TO THE TRUE POINT OF BEGINNING. THENCE CONTINUING NORTH 00 DEGREES 04' WEST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 320.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 55' 30" EAST, ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 164.80 FEET (FORMERLY RECORDED 165.00 FEET) TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 04' 30" EAST, ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 320.00 FEET; THENCE SOUTH 89 DEGREES 55' 30" WEST, A DISTANCE OF 164.86 FEET TO THE POINT OF BEGINNING.

APN: 169-070-031-7

## Exhibit B

### SITE MAP

Assessor's Parcel Number 169-070-031  
Jurupa Valley





## Exhibit C

### SCHEDULE OF PERFORMANCE

- |     |  |   |
|-----|--|---|
| 1.  | Investigate the projected costs of developing the Project, including the construction of all related on-site and off-site buildings and other improvements making up the Project.  | Upon approval of ENA and prior to completion of a DDLA  |
| 2.  | Identify and develop a plan to obtain the necessary land use entitlements required for the Project.  | Within six (6) months of ENA approval   |
| 3.  | Agree to participate and/or conduct community meetings as requested by the HACR in relation to the Project.  | Ongoing, as needed  |
| 4.  | Identify sources of funding for Project and develop a plan for timing to submit funding applications to various governmental authorities, including, if agreed, HACR or the County, after consultation with HACR staff. Evaluate and provide a comprehensive written description of the feasibility of all funding applications to be submitted in connection with financing the Project on a quarterly basis commencing upon the effective date.                  | Quarterly report commencing upon ENA approval   |
| 5.  | Conduct exploration of the HACR Property and of the Site including necessary geotechnical, cultural, traffic, and environmental studies and investigations for the development of the residential, facility and/or related uses on the Site..  | Concurrently with Item 6 below  |
| 6.  | Identify and develop a plan to prepare and process any necessary environmental documentation required in connection with approval of the Project and, as may be applicable, required in connection with the proposed sale of the HACR Property to the Developer and HACR's approval of a DDLA  | Within eighteen (18) months of ENA approval.  |
| 7.  | Identify application for the necessary entitlements (that is, general plan amendments / Change of Zone , lot line adjustments, Parcel Maps, site plans, density bonus agreements, conditional use permits, etc.) required for the development and construction of the Project within the negotiation period. The requirements set forth in Section II, subsection C.8. include performing any necessary studies and or plans required for the entitlement process. | Within eighteen (18) months of ENA approval.  |
| 8.  | Prepare and submit to HACR for its review a preliminary site plan and conceptual architectural design for the Project, showing building layout and dimensions, building elevations, parking, amenities, landscaping and access.  | Preliminary site plan within twelve (12) months of ENA approval; Final site plan within 18 months of ENA approval |
| 9.  | Prepare and submit to HACR for its review a schedule of the development of all structures and improvements proposed for the Project and an estimate of development costs including hard and soft costs.  | Within twelve (12) months of ENA approval   |
| 10. | Prepare and submit to HACR for its review a detailed financial plan proposed for the Project containing matters typically contained in such analysis, including, without limitation, a detailed pro forma, development cost budget and sources of equity and debt capital securing construction and long term financing. The estimates and project date must be in sufficient detail to permit adequate financial analysis by the HACR.                            | Within twelve (12) months of ENA approval   |

11. Provide copies of all completed reports, studies, analyses, and similar documents, but excluding confidential or proprietary information, prepared or commissioned by Parties with respect to this Agreement and the Project, promptly upon their completion. Ongoing, as completed